

CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

CARMEN JONES, MAML, CPP, CPPM
PURCHASING DIVISION

APRIL 14, 2023
RFP NO.:23-51

TO:	Prospective Proposer	
REQUEST FOR PROPOSAL #00-00 NUMBER:	RFP #23-51 (A complete copy can be downloaded at www.birminghamal.gov)	
SEPARATE SEALED PROPOSAL FOR:	PAVEMENT MANAGEMENT CONSULTING SERVICES	
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Carmen Jones, Purchasing Agent Purchasing Division – City Hall 710 North 20 th Street, Room P-100 Birmingham, AL 35203-2227	
IMPORTANT SOLICITATION DATES		
QUESTIONS DUE DATE:	PROPOSAL DUE DATE:	PROPOSAL OPENING DATE:
Monday, May 8, 2023 by 5:00 P.M. (Central Standard Time)	Monday, May 15, 2023 by 5:00 P.M. (Central Standard Time)	Tuesday, May 16, 2023 at 1:00 P.M. (Central Standard Time)

Proposer wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Work, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

PROPOSAL OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the RFP will not be accepted. All questions **must** be e-mailed to Carmen Jones at carmen.jones@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal proposal opening due date. **Any submission modification(s) submitted after the “Proposal Opening Due Date” may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities in the proposal. The City of Birmingham may award a contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Proposer. All copies and contents of the proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the City of Birmingham regardless of the Proposer selected. Response to this solicitation does not constitute an agreement between the Proposer and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the proposer. Similarly, the City of Birmingham is not responsible for, and will not open, any proposal responses which are received later than the date and time indicated above. Late proposal responses will be retained in the proposal file, unopened.

PUBLISHED: Alabama Messenger 04/14/23

RELEASED BY:

CITY OF BIRMINGHAM



PUTTING PEOPLE FIRST

REQUEST FOR PROPOSAL # 23-51

PAVEMENT MANAGEMENT CONSULTING SERVICES

SCHEDULE OF EVENTS:

RFP RELEASE DATE	QUESTIONS DUE	RFP SUBMITTAL DEADLINE	RFP OPENING DATE
Friday, April 14 th , 2023	Monday, May 8 th , 2023 by 5:00 P.M.	Monday, May 15 th , 2023 by 5:00 P.M.	Tuesday, May 16 th , 2023 @ 1:00 P.M.

**CARMEN JONES, MAML, CPP, CPPM
PURCHASING MANAGER
FINANCE DEPARTMENT/PURCHASING DIVISION
710 NORTH 20TH STREET, ROOM P-100
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PAVEMENT MANAGEMENT CONSULTING SERVICES

Sealed proposals marked “**PAVEMENT MANAGEMENT CONSULTING SERVICES**” will be received by the Purchasing Manager, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203. The Proposed Vendor must provide an original and three (3) copies of its proposal as well as one (1) digital copy of their proposal.

All questions are due by **MONDAY, MAY 8TH, 2023 BY 5:00 PM.** Proposals will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **MONDAY, MAY 15TH, 2023.** **Proposals submitted after these dates and times will not be considered.**

Proposals will be publicly opened at 1:00 p.m. on TUESDAY, MAY 16TH, 2023.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TELEGRAPHIC/ELECTRONIC RESPONSES

Proposal responses sent via electronic devices (i.e. facsimile machines and email) are not acceptable and will be rejected upon receipt.

TERM OF CONTRACT

Any contract resulting from this RFP will become effective upon proposal award. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a period of one (1) year, renewable annually subject to the availability of funding for a term of three (3) years. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

ADDENDA

Any addenda will be available on the internet. Proposer is responsible for checking the website for addenda until the proposal opening date. Addenda will be mailed to only those proposers who were provided a copy in person or by mail.

The City follows a policy of nondiscrimination. No proposer with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Proposer to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No proposal may be withdrawn for a period of sixty (60) days after the date of the proposal opening.

All bids are to be submitted on the proposal form provided and all bids are to be F.O.B. Birmingham, Alabama delivered.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked “**PAVEMENT MANAGEMENT CONSULTING SERVICES, 5:00 P.M., 05/08/2023.**” Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

Carmen Jones, Purchasing Manager

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

INTRODUCTION

The City of Birmingham (City) is soliciting proposals from qualified consulting services to provide services to the City. The City seeks to contract the best service offered at a competitive rate. The selected provider must have the capability to invoice for services in provider's own name. The City will not accept invoicing by a third party. The required services and performance conditions are described in the Scope of Services.

BACKGROUND

The City of Birmingham, Alabama (the City) invites written proposals to provide pavement inspection and management services which include: collecting pavement condition data, processing and analyzing recorded data, and visualization and management in a web-based GIS application backed by a geospatial database. This online software shall contain tools that will allow the City to actively manage, update, and track its ongoing roadway maintenance program and conditions.

Proposals should distinctly comment on these two areas: 1) the data collection procedures for developing a city-wide Pavement Condition Index (PCI) scoring system and 2) a technology based pavement management system.

The City has an estimated population of 197,575. The City Department of Transportation (BDOT) maintains approximately 1700 center-line miles of locally controlled paved streets, including approximately 300 center-line miles of alleys.

This written Request for Proposals outlines the proposed scope of services required, and also states the City's requirements and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the selected firm can best satisfy the requirements of the City. The City shall reserve the right to enter an agreement with the firm presenting the proposal which is in the best interest of the City.

SCOPE OF SERVICES

The selected consulting firm shall assist the City with the following duties as mutually agreed upon.

Proposals should address all labor, materials, supplies, equipment, software, training, and services necessary to complete the project. The Proposal should include at least one city wide pavement condition scan per contract.

- **PROJECT INITIATION** – Selected Vendor shall meet with City staff and review data and street network segmentation provided by the City. They will also review software options and integration with GIS software products.
- **NETWORK REFERENCING** – Develop survey maps and confirm the linkage of the road segmentation to the City database and GIS for the approximately 1700 center-lane miles to be included in this project. Recommend to the City any needed changes to road segmentation.
- **PAVEMENT CONDITION DATA COLLECTION** – utilize a data collection platform to automatically collect continuous road surface data. Ideally, the system should utilize the following sensor technologies:
 - Surface imaging technology
 - All systems and data streams should be GPS geotagged
 - All survey work shall be performed in suitable weather and lighting conditions that assure usable data
- **DATA PROCESSING AND QA/QC** – perform analysis and QA/QC of collected data.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

- **MAINTENANCE AND REHABILITATION PROGRAM DEVELOPMENT** – The vendor shall use an equivalent Pavement Condition Index (PCI) (0-100 scale) to provide recommended pavement maintenance treatment for each road segment with estimated maintenance suggestion cost. These recommendations may be based on other factors such as type of road (e.g. residential versus arterial) and benefits to cost ratio. The maintenance and repair data should also be provided as a GIS layer and in tabular format.
- **PAVEMENT REPAIR ANALYSIS:** The software should address current and long-term pavement management goals to determine the best management strategy based on the PCI value ranges and specific distress type and severity levels. The vendor will work with the City to configure the software for the specific practice and procedures currently in use. The configuration will reflect the City’s road repair and maintenance program policies and practices. The subtasks will include:
 - Configure the system to reflect the rehabilitation alternatives and repair methods used by the City
 - Configure the system to reflect the current and local costs for the repair methods
 - Configure the system to reflect the preferred repair method and critical PCI thresholds
 - Provide a draft multi-year rehabilitation program and budget for review by City staff
 - Run the automated repair recommendation program and produce a list of repair/rehabilitation candidates
 - Work with City staff to review the rehabilitation program and modify analysis parameters iteratively to produce the final repair program required
 - Software should have the ability to prioritize reconstruction or major rehabilitation needs.
- **ASSET MANAGEMENT SOFTWARE-** all results from the vendor should be provided in a GIS application that is compatible with the City’s GIS system. Software provided to the City should have as a minimum the following capabilities:
 - **Web-based** – City should have easy access to record of road condition from anywhere via the internet. Users should be able to access and utilize the system in real time both from the office and in the field locations.
 - **Unlimited licenses** – City should be able to grant access to this software to as many users as the City desires.
 - **Zero-installation** – City should not be required to install any software to load the asset management software.
 - **Imagery** – At regular intervals (e.g. every 20 ft) of the road, images of the pavement should be available in the software.
 - **Configurable** – System should be configurable based on City’s repair methods, budget, and management goals.
 - **Data Importing-** Software should support the ability to import and integrate existing City data sets. The city has approximately 500 center lane miles of pavement condition data from StreetSaver that needs to be integrated.
 - **Data Exporting** – Software should support the ability to export data.
 - **Network Segmentation/PCI Reporting** – Software should support the ability to report PCI on customer-based road segmentation, City-wide, and by individual Council District.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

- **Visualization** – The PCI data including pavement imagery, and distress data should be visualized in the software’s GIS environment.
- **Repair Planning and Prioritization** – The City should be able to use the software to get repair recommendations and cost estimates for each road segment. Additionally, Software should prioritize repair projects in the Municipality, or a specific area of the Municipality based on PCI, configurable distress metrics, regional demographics, and available budget.
- **Budget Analysis** – Users should be able to run different pavement management scenarios using different budgets. Software should support the ability to download these scenarios in addition to adding them to the software as additional layers for further evaluation.
- **Additional Assets** – Ideally software could support the capability of adding and managing other assets the City might want to add in the future, including but not limited to:
 - Traffic Signs
 - Pavement Markings
 - ADA Curb Ramps
 - Traffic Calming Devices
 - Curb and Gutter
 - Storm Water Inlets
 - Sidewalks
 - Traffic Signals
- **REPORTING**
 - Using the software, the City will be able to generate budgetary analysis, funding scenarios, and final reports, including PCI reports, maintenance and rehabilitation reports, maintenance and rehabilitation distribution, budgetary needs, budget scenario reports and maintenance backlog summaries
- **TRAINING**
 - Data Collection Training
 - Asset Management Software Training
 - In Person Training Sessions
- **DELIVERABLES:** (digital file)
 - Story map summarizing the City’s Roadway Network Condition and Findings
 - Rehabilitation Plan and Budget Development – The software creates a series of alternative pavement repair scenarios and their related budgets
 - All data shall be delivered to the City to the city at the request of the City and at the conclusion of the contract.24/7 on call technical support
 - 24/7 on call technical support
 - ESRI Geodatabase which includes (at a minimum)
 - Use City’s Street Segment ID numbering system
 - Cross reference Street Name, From and To designation
 - Functional Classification
 - Pavement Type

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

- **DELIVERABLES:** (digital file) (cont'd)
 - Length, width, Area
 - Georeferenced photos
 - PCI
 - Recommended Rehabilitation
 - Cost estimate to Rehabilitate
 - Priority

DATA OWNERSHIP

All data collected as a part of this project shall be considered property of the City.

QUALIFICATIONS

The Applicants shall demonstrate experience with similar projects and demonstrate familiarity with the City's infrastructure and any required specialty consultants as may be required for a particular project. The Applicants and any consultants shall be appropriately credentialed, ideally as a licensed professional engineering firm registered in the State of Alabama.

SUBMISSION REQUIREMENTS

Interested professionals shall submit the requested information using the format outlined below. The submission should not exceed twenty (20) pages:

1. A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the RFP on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub consultants.
2. Executive Summary. The executive summary should contain a brief summary of the Firm's qualifications and a comprehensive list of the relevant services offered by the company.
3. Key Personnel and References. Include resumes of key personnel who would be assigned to project. Indicate who would serve as the primary Point of Contact and define the role of each other team member and his or her proposed responsibilities on the project. This shall include any sub-contractors or consultants that will be assigned to or assist with the project.
4. Project Experience. Demonstrate that the firm has the professional capability and resources to be a full service consultant that can facilitate and oversee the planning and development of municipal paving projects and their associated budgets. Provide 3 client references for whom similar work has been performed.
5. Identify established methods and approaches utilized by your firm to set up a project schedule, successfully meet milestones, and provide examples demonstrating effective use of stated methods and approaches.
6. Fee table with projected project costs including data collection, implementation, technical training, support, and maintenance.
7. Provide an estimated project schedule with the goal of half of the City's center-line mile data collected by the end of 2023 and all data collected within one year of the start date. The software should be ready to create projects by 2024.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

SUBMISSION(CONT'D)

8. Disadvantaged Business Enterprise (DBE) Goals: It is the goal of the City of Birmingham that DBEs will have maximum opportunity to participate in the performance of all City projects and the Proposer will take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Please include your firm's efforts or utilization of DBEs in your projects.

9. Conflicts of Interest. These projects are under a strict timeline for completion, so engagement of a Firm will require their availability as soon as selected. If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the potential projects, availability of staff, or the City of Birmingham that may have a potential to conflict with Firm's ability to provide the Services described herein.

As part of the selection process, some firms may be invited to give a presentation that highlights your firms past experience with pavement management applications and demonstrates the capabilities of the products you have developed.

Every proposal will be reviewed for commitment and past practices for actively engaging MBE/DBE subcontractors on projects.

EVALUATION

The City of Birmingham will utilize the following criteria in evaluating the responses received:

- A) Qualifications, Competence and Reputation of Firm and Personnel:** Overall assessment of the firm's qualifications and reputation; Assessment of the ability and competence of the firm to conduct the work. Evaluation of the specialized experience and technical competence of the staff to be assigned to the project and the qualifications of those persons. Specific experience with respect to related work

- B) Firm's Capability to Meet Time and Project Budget Requirements:** The capacity and capability of the firm to perform the work outlined, including any specialized services: the past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; description of firm's current work activities, and firm's anticipated availability during the term of the project.

- C) References of Related Experience on Similar Projects:** Assessment of the firm and assigned professionals in working on similar projects.

- D) Cost:** The evaluations of the proposals will be based on the qualified proposal that will best serve the City at the most reasonable cost.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

EVALUATION PROCESS

A committee comprised of the City staff shall review and rank all Proposals according to qualifications. The committee will evaluate submissions received that conform to the instructions above. The committee's recommendation of preferred firm or firms will be submitted to the City's Recovery Team for approval to proceed in the evaluation process.

Selected firms may be invited to participate in interviews or oral presentation as deemed necessary by the committee where the firm may elaborate on their submission. Travel costs of such an interview, if any, shall be borne by the offeror.

The selection of the consultant and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which offering is in the City's best interest and to award contract on that basis, to reject any and all offerings or portions thereof, waive any irregularities of any offering, negotiate with any potential offeror (after Proposals are reviewed) if such is deemed in the best interest of the City.

EVALUATION CRITERIA

An offeror's technical qualifications and experience will be evaluated. Interviews may be conducted with only the most qualified offerors with the best responsive and responsible submissions. All responses will be reviewed and evaluated by the City for completeness, service capabilities and financial offer. The Purchasing Agent and a representative from Legal will serve as advisors only. The results of the proposal evaluation will be presented and shortly after, a decision will be made to select no more than three (3) Proposers to participate in finalist presentations.

Firm selection will be based on the following criteria:

- Firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by its Proposal, including whether all requested information was furnished in the format required by the RFP.
- The estimated costs to perform requested services to the City of Birmingham.
- Experience and background of the specific personnel that will be assigned to the City's project as outlined in the Proposal, including consideration of the specific involvement of those persons in projects as noted in the Proposal.
- Past record of performance and experience on similar projects, including strength of references listed in the Proposal. Capacity and capability of the firm to perform the work. Experience with City government officials and federal regulations.

CRITERIA

RATING VALUE

1. Experience and background	30%
2. Capability (time and services)	25%
3. References	30%
4. Cost	15%

BEST AND FINAL OFFER (BAFO)

The City reserves the right to make an award without conducting negotiations. However, if negotiations are deemed necessary, they will be conducted with all proposers who have at least a minimally acceptable proposal as determined by the proposal evaluation committee. Once all negotiations are complete, if conducted, the City will give each proposer the opportunity to submit a revised proposal in the form of a Best and Final Offer.

The Proposed Vendor acknowledges that responses to this RFP must be complete and fully comply with this Request and the Specifications set forth herein in order to be considered. The Proposed Vendor acknowledges that the City reserves the right to reject incomplete or non-compliant responses.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

BEST AND FINAL OFFER (BAFO)(CONT'D)

By submitting a response to this RFP, the Proposed Proposer offers to furnish pre-employment and random drug screenings in strict accordance with the terms set forth in this Request and the Specifications, all of which are made a part of the Proposed Proposer's offer. The Proposed Proposer acknowledges that any offer it makes in response to this RFP is valid for 60 days from the date it submits its offer.

ORAL INTERVIEWS

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee. Proposers may only ask questions that are intended to clarify the questions to which they are being asked to respond. Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

QUESTIONS

Questions concerning this RFP and the specifications are to be submitted in written form to carmen.jones@birminghamal.gov or by fax (205) 254-2484. All questions must be received by 5:00 p.m., May 8th, 2023. Questions received and the City's response to each question will be posted on the internet as an addendum www.birminghamal.gov (go to link titled **Employment and Bidding**, then click on **Bidding Opportunities**). **No Verbal Communication Shall Be Considered or Construed as the City official response.**

AWARD

The award will be made on an all or none basis. Bidder will quote on all items. Price alone is not the determining factor for award of contract from this bid. The City will award contract to company who, in the opinion of the City, is best qualified and prepared to provide the services requested. If mutually agreed upon within twelve (12) months from opening date, this bid may be used as the basis for additional like purchases.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each proposer's proposal shall become public information upon the effective date of any resulting contract.

PROPRIETARY INFORMATION

All information concerning the program and participants is solely the property of the City and that information will remain confidential and will not be used or transmitted to others for any purpose whatsoever, except as required to conduct operations or as required by law.

ADDITIONAL PURCHASES

During the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types.

GOVERNING LAW/DISPUTE RESOLUTION

Contract awards to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

FORM W-9

Any successful proposer who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

PURCHASE ORDERS

The City will issue purchase order(s) to the successful proposer for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful proposer concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in **(a)** the contemplated purchase order(s), **(b)** this REQUEST FOR PROPOSAL #23-51 and Specifications and **(c)** your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of proposer's goods and/or services. By acceptance of the City's purchase order(s), the successful proposer agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful proposer shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful proposer who was rejected because he was not a responsive or responsible proposer.

TERMINATION OF CONTRACT

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Any violation of this agreement shall constitute a breach and default of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible proposer" This declaration may result in the rejection of any future bids submitted by the proposer for a period of time to be determined by the City.

Irrespective of any default hereunder, either party may also, at any time in their discretion, terminate this Agreement, in whole or in part, by giving the other party sixty (60) days written notice thereof and in such event, Proposer shall be entitled to receive compensation specified herein for all work completed prior to such sixty (60) days notice of termination or cancellation, delivered or not yet delivered to the City. Proposer shall also be entitled to compensation for all subsequent work requested by the City and delivered by Proposer, after notice of termination. For any work partially completed at the date of termination, such work will be compensated on a prorated basis, as mutually agreed upon.

At the discretion of the City, one or more Proposed Vendors may be asked for more detailed information or an interview before final award is made. The City is not required to schedule any such interviews.

PAYMENT TERMS

The City's standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any proposals requiring C.O.D. payments.**

REDUCTION IN COST

Proposer agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

Successful proposer acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful proposer under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful proposer.

CONFLICT OF INTEREST

Proposer covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Proposer warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Proposer shall promptly notify the City in writing of the existence of such conflict of interest.

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**CARMEN JONES, MAML, CPP, CPPM
PURCHASING DIVISION**

**APRIL 14, 2023
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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Proposer's Proposal shall become public information upon the effective date of any resulting contract.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

NON- DISCRIMINATION POLICY

During the performance of this contract "The proposer" shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. "The proposer" will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. "The proposer" agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

In the event of "the proposer's" noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and "the proposer" may be declared ineligible for further municipal contracts.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Proposer acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

BUSINESS LICENSE

In the event you receive a notification of intent to award letter, proposer must provide the City of Birmingham a copy of his/her current City of Birmingham business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked. A copy of his/her license may be submitted along with the bid.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

Proposer shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Proposer agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Proposer shall provide documentation establishing that the Proposer is enrolled in the E-Verify program, or a signed, written statement that the Proposer does not have a presence (one or more employees) in the State of Alabama. Proposer may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

SINGLE PROPOSAL

If a single response is received for this RFP, the RFP will be rejected in accordance with Title 41-16-50(a) of the Alabama Code. The RFP will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Proposer and other Proposers by means of sealed quotes. The rejected Proposer's initial offer will not be disclosed to other Proposers, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

PROHIBITION AGAINST BOYCOTTING

By signing this contract the Proposer certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

INVOICING

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

NON-COLLUSION

Proposer covenants and declares that it has not employed any person to solicit or procure this Agreement and that Proposer has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFIDENTIALITY

Proposer agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Proposer shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

TAX

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

COST OF PREPARATION

The cost of preparing a proposal to this RFP will not be reimbursed to the proposers.

INSURANCE

Throughout the term of this Agreement, Proposer shall maintain, keep in force and pay premiums on a policy or policies of comprehensive public liability and property insurance relating to all activities of proposer allowed under this Agreement hereunder in limits not less than: **(i)** \$1,000,000.00 for any occurrence resulting in bodily or personal injury to, or death of, one person; **(ii)** \$3,000,000.00 for any occurrence resulting in bodily or personal injury to or death of, more than one person; **(iii)** \$1,000,000.00 for any occurrence resulting in damage to, or destruction of, any property; **(iv)** the Alabama statutory limits for Worker's Compensation; and **(v)** \$3,000,000 per claim and in the aggregate for professional liability insurance for proposer's negligence in the rendering of its professional services, **(vi)** the City's RFP number (23-51) must appear on any/all copies of the certificate of insurance. Proposer shall provide the City with a certificate of insurance evidencing such coverage, if requested, and a copy of the actual insurance policy. With respect to each such policy (except for Worker's Compensation) proposer shall provide at least thirty days (30) notice if the policy is altered or cancelled before the expiration date thereof in advance of such alteration or cancellation. In the event any such policy is canceled or terminated or if the limits are reduced, proposer shall promptly obtain a new policy or policies in the same limits. Such policy shall name the City of Birmingham as an additional insured.

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PAVEMENT MANAGEMENT CONSULTING SERVICES(CONT'D)

INSURANCE(CONT'D)

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Proposer is to provide written documentation of the company's rating with their bid.

The Proposer may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Proposer herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insureds with respect to liabilities that arise out of and result from the operations of the Proposer or the performance of its work.

The additional named insureds endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Proposer shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, proposers and sub-proposers. Further, Proposer hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Proposer or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND
OTHER RESPONSIBILITY MATTERS**

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

_____ I am unable to certify to the above statements. My explanation is attached.

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SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin. I acknowledge and agree that the City encourages minority - and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City’s business, economic and community revitalization programs.

<hr/>	<hr/>
Date	Unique Entity ID (UEI)
<hr/>	<hr/>
Name (Print Legibly or Type)	Company Name
<hr/>	<hr/>
Signature	Street Address
<hr/>	<hr/>
Title	City State Zip
<hr/>	<hr/>
E-Mail Address	Post Office Box
<hr/>	<hr/>
Tax ID Number	City State Zip
<hr/>	<hr/>
Telephone Number	Terms of Payment
<hr/>	<hr/>
E Mail Address	Fax Number
<hr/>	<hr/>

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____
 2. **PURCHASE ORDER ADDRESS** _____
 3. **REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)** _____
- _____
- _____

Return original bid in sealed envelope. Authorized signature of bidder **must be in ink.**

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**NOTIFICATION OF INTENT
FOR
“PAVEMENT MANAGEMENT CONSULTING SERVICES”**

- () On behalf of myself/company/institution, I hereby certify that I/**we** intend to submit a response.
- () On behalf of myself/company/institution, I hereby certify that I/**we do not** intend to submit a response.

The federal government has changed from the DUNS Number to the Unique Entity ID which is generated by going to SAM.gov.

- The Unique Entity ID(UEI) is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.

Authorized Signature

Individual/Company/Institution

Title

Date

*****NOTE*****

Your notification of intent to respond can be emailed to carmen.jones@birminghamal.gov or via fax at (205) 254-2484.